



10-3.1.1

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 10

1200 Sixth Avenue  
Seattle, Washington 98101

October 25, 1994

Reply to  
Attn of:

HW-113

Frank Breidt  
Bunker Limited Partnership  
135 East Cameron Avenue  
Kellogg, Idaho 83837-2353

SENT VIA FAX:  
(208) 783-2301

SUBJECT: MOA Asbestos Survey

Dear Mr. Breidt:

I received a voice mail message today from August Ochabauer, Western Regional Manager of RUST, which in part suggested that a change order was necessary in the Mine Operations Area (MOA) contract to address asbestos survey work. By law, further asbestos sampling will be necessary for demolition to continue. At this time, I feel it important that we both emphasize to RUST that such work is already included in their contract with you.

To assist our effort in getting RUST on track in this regard, I have enclosed several pages from the Bidding Requirements and Contract Documents, August, 1994, and Addendum Number One, dated August 24, 1994, for your use. In the first enclosure, page 5 of "Contract Forms," the order of precedence of provided information is stated. The second enclosure, Addendum Number 1, states the purpose of the information provided. Lastly, page 32 of "Contract Forms," section 13.5, states that any such inspection required by law shall be performed by the contractor.

I hope that this information is helpful. Please call me at (206) 553-1220 if you have any questions or concerns.

Sincerely,

Sean Sheldrake, Project Manager  
Hazardous Waste Division

enclosures

cc: Bill Hudson, CH2M HILL

(208-783-4561)

Nick Ceto, EPA-HWD  
Mike Thomas, IDHW  
Scott Peterson, IDHW  
Joan Stoupa, CH2MHILL

(e-mail)

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# ENCLOSURE

(1)

concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project. In resolving inconsistencies among two or more components of the Contract Documents, precedence shall be given in the following order:



- 3.1.1. Agreement
- 3.1.2. Supplementary Conditions
- 3.1.3. General Conditions
- 3.1.4. Specifications - Division 01
- 3.1.5. Specifications - Divisions 02 - 16
- 3.1.6. Drawings
- 3.1.7. Bonds
- 3.1.8. CONTRACTOR's Bid

Written Amendments, Change Orders, Work Change Directives, Field Orders, ENGINEER's written interpretations and clarifications, Notice to Proceed and Addenda, in precedence listed, will take precedence over all other Contract Document components referenced therein. Figure dimensions on Drawings will take precedence over scale dimensions. Detailed Drawings will take precedence over general Drawings.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

### 3.3. *Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used,

# ENCLOSURE (2)

## ADDENDUM NO. 1 TO THE CONSTRUCTION DOCUMENTS FOR THE MINE OPERATIONS AREA REMEDIATION

August 24, 1994  
NPE69242.02.02

To All Bidders:

Results of sample testing and field observations are provided to bidders for information and use. Bidders shall make their own interpretation of this data.

### ITEM 1 - ORES AND CONCENTRATES ESTIMATED QUANTITIES (NOT COMPLETE)

The following is an estimate of the ores and concentrates in the Concentrator Building and the Mill Settling Ponds. No warranty is given or implied to the accuracy of these estimates. Much of this material contains water.

Lead Thickener Tank	1,256 cu. ft.
Zinc Thickener Tank	1,256 cu. ft.
No. 9 Holding Tank	950 cu. ft.
East Slough-off Tank	600 cu. ft.
West Slough-off Tank	600 cu. ft.
J-Box	200 cu. ft.
East Mill Settling Pond	14,355 cu. ft.
Center Mill Settling Pond	13,050 cu. ft.
West Mill Settling Pond	5,800 cu. ft.
Ore Bins	Not measured

### ITEM 2 - TEST RESULTS OF ROOFING MATERIALS

Additional information on roof composition of the Concentrator Building, Power House, and conveyor and on the composition of tar paper underlying transite siding of the Concentrator Building is provided for bidder information. Sample locations listed in the attached Table 1 and are shown on the sketch included in Attachment 1. Preliminary laboratory results from bulk sample analysis for asbestos are included in Attachment 2 (8 pages PSI data). An example of the main Concentrator Building roof layering is shown in Attachment 3 for bidder information.

Bid opening time is changed from 2:00 p.m. to 4:00 p.m., local time, on the 26th day of August 1994. Bids may be submitted by FAX to (208) 783-2301 provided that the original signed Bid Form is received by 5:00 p.m. on August 29, 1994.

All bidders shall acknowledge receipt of this Addendum No. 1 by inserting "I" in the space provided in the BID FORM.

CH2M HILL

Appended hereto and a part of Addendum No. 1 are:

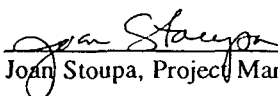
  
Joan Stoupa, Project Manager

Table 1 - Sample ID and Location (1)  
Attachment 1 - Sample Location Sketch (1)  
Attachment 2 - Test Results (8 pages)  
Attachment 3 - Roof Layering Sketch (1)  
Total 11 pages attached.

END OF ADDENDUM NO. 1

*Access to Work:*

13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

*Tests and Inspections:*

13.3. CONTRACTOR is responsible for the initial and subsequent inspections of CONTRACTOR's Work to ensure that the Work conforms with the Contract Documents. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all non-CONTRACTOR required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all non-CONTRACTOR inspections, tests, or approvals required by the Contract Documents except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

⇒ 13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

*Uncovering Work:*

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall may be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

*OWNER May Stop the Work:*

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not